Case No. 1,733.

BOWIE ET AL. V. WHEELRIGHT.

{2 Cranch, O. C. 167.}[1]

Circuit Court, District of Columbia. April Term, 1819.

SHIPPING—CHARTER-PARTY—CONSTRUCTION—DEFINITION—"CHARTER AND TO FREIGHT LET."

In a charter-party, the words "charter and to freight let," do not imply a covenant, in law, that the vessel is or shall be seaworthy.

At law. Covenant, on a charter-party. Breach, that the vessel was not seaworthy. General demurrer and joinder. The charter-party, upon oyer, did not appear to contain any express covenant of seaworthiness.

Mr. Taylor, for the defendant, contended that the defendant could not be made liable, unless there was an express warranty, or fraud, or misrepresentation.

Mr. Swann, for the plaintiffs {Bowie and Kurtz}, contended that a covenant is implied in the act of hiring the vessel.

THE COURT (THRUSTON, Circuit Judge, absent) decided that the charter-party, not containing an express averment that the vessel was seaworthy, could not support the averment of such a covenant in the declaration.

[1] {Reported by Hon. William Cranch, Chief Judge.}

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